

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

MODIFICATIONS OF THE GOVERNMENT CENTER URBAN RENEWAL PLAN,  
PROJECT NO. MASS. R-35 AND AUTHORIZATION TO PROCLAIM BY  
CERTIFICATE THESE MINOR MODIFICATIONS

WHEREAS, the Urban Renewal Plan for the Government Center Project No. Mass. R-35 (the "Plan"), was adopted by the Boston Redevelopment Authority (the "Authority"), on April 3, 1963, and approved by the Boston City Council (the "Council") on May 25, 1964 and requires the development of land in accordance with its regulations and controls; and

WHEREAS, the Authority has received a request from Gunwyn New Chardon Street Limited Partnership, a Massachusetts Limited Partnership (Gunwyn), for the rehabilitation and renovation of an existing seven-story building, the construction of for additional floors and one level of underground parking for 24 cars (the "Project"), located on disposition Parcel 2B of the Plan;

WHEREAS, the Project requires certain modifications to the Plan described below;

WHEREAS, Gunwyn is the immediate successor in title to the original designated developer;

WHEREAS, Section 901 of the Plan provides that the Authority may modify the Plan if the modification is minor and is consented to by the redeveloper, his successors or assigns, and Gunwyn has so consented;

WHEREAS, Section 302B of the Plan, provides for certain use and building requirements for Parcel 2B;

WHEREAS, the Authority has determined that the modifications sought are minor modifications, as described under Section 901 of the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY AS FOLLOWS:

1. That the building requirements for Parcel 2B as set forth in paragraph B of Section 302 of Chapter III of the Plan as amended are hereby modified as follows:
  - a. That subparagraph B(1), entitled "Floor Area Ratio" is hereby amended by deleting the words "Not to exceed six" and inserting in place thereof the words "not to exceed 9.92".
  - b. That subparagraph B(3), entitled "Height" is hereby amended by deleting the words "the lower parapet of the existing Telephone Building in Bowdoin Square," and inserting in place thereof "137 feet".
  - c. That subparagraph (B7), entitled "Access" is hereby amended by deleting the word "only" and by inserting in place thereof, and "Mayhew Way (now called Brattle Way) including without limitation vehicular access to underground parking in Parcel 2B."

2. That the proposed modifications are found to be minor modifications and do not substantially or materially alter or change said Plan.
3. That it is hereby found and determined that the minor modifications of the Plan as set forth herein will not result in significant damage to or impairment of the environment.
4. That all other provisions of said Plan are consistent herewith and will continue in full force and effect.
5. That the Director of the Authority be authorized to proclaim by certificate this minor modification of the Plan in accordance with the provisions of the Urban Renewal Handbook RHM 7207.1



DEVELOPMENT IMPACT PROJECT AGREEMENT  
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT  
FOR

15 NEW CHARDON STREET

BOSTON, MASSACHUSETTS

WHEREAS, THIS AGREEMENT, dated as of October 13<sup>th</sup>, 1987 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), acting on its own behalf and GUNWYN/NEW CHARDON STREET LIMITED PARTNERSHIP, a Massachusetts limited partnership, having an address at 47 Thorndike Street, Cambridge, Massachusetts, 02141, and its successors, assigns and legal representatives (hereinafter "Applicant"); the Authority and Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant proposes to rehabilitate and renovate the existing seven-story building, construct a four-story addition, and replace the existing brick skin with a brick and granite finish. The proposed use will remain the same with ground floor retail/restaurant use, office uses on the upper floors and one level of subterranean parking under the new construction. The building will contain approximately 141,204 square feet of gross floor area when it is completed (hereinafter "Project");

WHEREAS, the Applicant is the owner of a parcel of land together with the building thereon located at 15 New Chardon Street, Boston, Massachusetts, containing in the aggregate a lot of approximately 15,924 square feet as more particularly described in Exhibit A attached hereto (hereinafter "Project Site");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code; and

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs trust as referred to in Article 26B of the Boston Zoning Code has been created;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") attached hereto as Exhibit B and hereby incorporated by reference, as required by Section 26A-3 of Article 26A of the Boston Zoning Code and after a public hearing held on September 10, 1987, notice of which was published in the Boston Herald on Monday, August 31, 1987, the Authority approved the Plan on September 10, 1987. The Applicant will cause the Project Site to be developed in accordance with Plan.

#### ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction (hereinafter "Linkage Payment") as such term is defined in



Section 26A-2(3) of the Boston Zoning Code, in the amount as calculated and set forth in 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2, Housing Creation Option, or by payments made in accordance with 2.3, Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 of this Agreement, and as further defined in the Housing Creation Regulations (hereinafter "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26A-1(3)(a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges compliance with said regulations.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments, under the Housing Payment Option satisfaction of its obligation for all or a part of the Linkage Payment, said payments shall be paid to the Collector-Treasurer, Room M-5, One City Hall Square, Boston, MA 02201, as custodian (the "NHT Trustee"), pending acceptance of such payments for the Housing Trust by the City. The payments shall be made in seven (7) equal annual installments. The Authority hereby agrees that delivery of such

payments to the NHT Trust constitutes full satisfaction of the Applicant's obligation to make such payments. The Applicant hereby agrees to notify the Authority of the delivery of such payments to the NHT Trustee.

The first installment of the Housing Payment Option shall be due and payable on the Payment Date, as defined in 2.6, infra., and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Payment Date.

The NHT trustee shall enforce the Applicant's election in accordance with this Section of the Agreement and shall collect any funds due hereunder. In the event any installment of the Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon calculated at the rate of 1.5% per month, commencing on the applicable anniversary date of the Payment Date when payment should have been received by the NHT Trustee and ending on the date when the NHT Trustee receives payment.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Boston Zoning Code, including office, retail and/or restaurant uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be approximately one hundred forty-one thousand two hundred and four (141,204) square feet, based upon schematic drawings for the Project. The Linkage Payment, as referred to in 2.1, supra., is calculated by multiplying each square foot of gross floor area of new construction in the Project in excess of 100,000 square feet by \$5.00. It is anticipated that the amount of the Linkage Payment will approximate a total of two hundred and six thousand and twenty dollars (\$206,020). The parties acknowledge that the amount of



the Linkage Payment is based upon gross floor areas as estimated in the Plan. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as identified in the DIP Plan). If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code in effect on the date hereof and as certified by the Project Architect differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority setting forth the amount of the Linkage Payments computed in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area.

2.5 Recalculation. The Authority hereby agrees, subject to the recalculation provisions contained in 2.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1 (21) of Article 2 of the Boston Zoning Code after December 5, 1986, shall not in any way increase the Linkage Payment determined in accordance with 2.4 of this Agreement.

2.6 Linkage Payment Date. The Payment Date shall be the date of the granting of the first building permit that allows for substantial construction. For purposes of this Section, demolition and surface site work shall not be considered substantial construction but the commencement of excavation, foundation, and other work shall constitute substantial construction.

2.7 Notice of Linkage Payment. Upon execution of this Agreement, the Authority will notify the NHT Trustee of such execution.

In order to ensure prompt receipt of the first installment of the Linkage Payment, the Applicant acknowledges that the Inspectional Services

Department (hereinafter "ISD") will not issue a building permit for the Project until satisfactory evidence of such receipt has been presented (or a Housing Creation Agreement has been signed with the Authority) and that the Applicant must, therefore, pay the first installment of the Linkage Payment on, or, at the election of the Applicant, prior to, the Payment Date. Upon receipt of the first installment of the Linkage Payment, the NHT Trustee shall (a) acknowledge receipt thereof, (b) issue to the Applicant a certification of such payment and (c) notify ISD of such payment.

The Authority shall review the Applicant's determination of the final gross floor area of the Project. If the Authority confirms the Applicant's determination it shall so certify and forward the same to the ISD with a copy to the NHT Trustee.

2.8 Project Address. In order to assist the NHT Trustee in coordinating collection efforts with ISD, the Applicant shall submit to the Authority and the NHT the Project address as listed on the building permit application and the building application numbers.

a) Project address as listed on the building permit application is:

15 New Chardon Street

b) Building application number is: 4475

2.9 Non-Accrual of Linkage Payment. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction) or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to such improvement or part thereof.



2.10 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

### ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Job Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant ("Jobs Payment") as such term is defined in Section 26B-2(3) 3 of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City as custodian, pending acceptance of such payments for the Neighborhood Jobs Trust by the City. The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B, including office, retail and/or restaurant uses. It is anticipated that the gross floor area of the Project will be devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be approximately one hundred forty-one thousand two hundred and four (141,204) square feet, based upon schematic drawings for the Project. The total amount of the Jobs Payment calculated at the rate of \$1.00 for each square foot of gross floor area in excess of one

hundred thousand square feet, will approximate a total of forty one thousand two hundred and four dollars (\$41,204.00). The parties acknowledge that the amount of the Jobs Payment is based upon gross floor area as estimated in the Plan. If the gross floor area of the Project, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Jobs Payment computed in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area.

3.2 Jobs Payment Date. The Jobs Payment shall be made in two (2) equal annual installments, the first installment due upon the issuance of the first building permit that allows for substantial construction, as that term is defined in 2.6 of this Agreement, and the remaining portion due on the anniversary of the first payment.

3.3 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof.

3.4 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B, amounts payable hereunder by Applicant shall be created against such excise or tax, provided, however, that if such



crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

#### ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Boston Residents Construction Employment Plan, a copy of which is attached hereto as Exhibit C, satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985. The Applicant has executed the Boston Residents Construction Employment Plan, which sets forth in detail the Applicant's plans to ensure that its Contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, meet the following Boston Residents Construction Employment Standards: (1) at least fifty (50) percent of the total employee workerhours in each trade shall be by bonafide Boston residents; (2) at least twenty-five (25) percent of the total employee workerhours in each trade shall be by minorities; and (3) at least ten (10) percent of the total employee workerhours in each trade shall be by women. Said plan includes provisions for monitoring, compliance and sanctions.

4.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job-training and apprenticeship positions.

#### ARTICLE 5. VOLUNTARY EMPLOYMENT OPPORTUNITY PLAN.

5.1 Voluntary Employment Opportunity Plan. The Applicant shall execute a Memorandum of Understanding (Exhibit D) and a First Source

Agreement (Exhibit E). The Memorandum of Understanding sets forth an Employment Opportunity Plan which presents the Applicant's good faith effort to ensure that fifty (50) percent of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Job and Community Services requires the Applicant to use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort to fill entry - level positions within the Project.

#### ARTICLE 6. TRANSPORTATION ACCESS PLAN AGREEMENT.

6.1 The Applicant has prepared a Transportation Access Plan. The Applicant hereby agrees to enter into a Transportation Access Plan Agreement with the Authority and the City of Boston Transportation Department.

#### ARTICLE 7. VOLUNTARY MAINTENANCE AGREEMENT FOR CARDINAL CUSHING PARK

7.1 The Applicant hereby agrees to use its best efforts to form a coalition of abutters to insure that Cardinal Cushing Park (the Park) will be maintained to the highest standard. The Applicant further agrees to pay the greater of 50% of the cost of such maintenance or \$20,000 per annum. The obligations under such an agreement with the other abutters (the Maintenance Agreement) will bind the Applicant's successors-in-title. The Applicant's obligations under the Maintenance Agreement are subject to the written approval by the Applicant of the plans for the redesign of the Park and of the designation of the contractor. No payments will become due under the Maintenance Agreement until such time as the Park is completed and the



Applicant has stated in writing that the Park has been completed in accordance with the plans and specifications previously submitted and approved by the Applicant.

#### ARTICLE 8. LIABILITY.

8.1 Guaranty. As security for the payment of installments of the Linkage Payment subsequent to the first installment, the Applicant shall provide for the benefit of the Authority the Guaranty of Graham Gund at 47 Thorndike Street, Cambridge, Massachusetts 02141 (the Guarantor) to the Guaranty in the aggregate amount of the remainder of the amount of the Linkage Payment as so calculated. Such Guaranty shall be provided to the Authority on the date of payment of the first installment of such Linkage Payment. Applicant may provide such Guaranty having expiration dates earlier than the expiration of the 6 - year period during which subsequent installments of the Linkage Payment are required in accordance with said Article 26A, provided that such Guaranty shall come into effect at least 30 days prior to their expiration date. Guaranty to be provided by the Applicant as required by this Article 8 shall be substantially in the form of Exhibit F annexed hereto.

The principal amount of such Guaranty may be reduced by Applicant after payment by Applicant to the Authority of any installment of the Linkage Payment, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority will take all steps necessary to enable Applicant to implement such reduction, including providing its written assent to any amendment to such Guaranty.

8.2 Scope of Applicant's Liability. Subject to the provisions contained in 9.6, infra., the Authority agrees to look solely to the interests from time

to time in the Project that are subject to this Agreement more fully described in the Development Impact Project Plan for this Project, whether owned by the Applicant or its successors or assigns (including, without limitation, mortgagees), as the case may be, for any claim against the Applicant or its successors (including, without limitation, mortgagees), arising under this Agreement in connection with such improvements.

However, from and after the delivery by the Applicant to the Authority of the Guaranty described in Section 8.1, the Authority shall look solely to the Guaranty as security for the performance of the obligations of the Applicant hereunder, it being understood that the Authority shall thereafter look to no other interests of the Applicant, including, without limitation, the Project or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its obligations hereunder.

8.3 Personal Liability. Subject to the provisions contained in 9.6 infra., neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

## ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their succes-



sors, assigns, and legal representatives, including, without limitation, any successor owner of the improvements, and the Trusts as successor to the Authority as and when such Trusts shall be established, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B or court decision having the effect of an amendment or repeal of Article 26A or Article 26B.

9.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

9.3 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Development Impact Project Plan, as voted by the Authority on September 10, 1987. The Applicant hereby agrees to proceed with the Project in accordance with the Development Impact Project Plan.

9.4 Knowledge of Laws. Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

9.5 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority  
Director's Office  
City Hall Square  
Boston, MA 02201

With copies to: Boston Redevelopment Authority  
Chief General Counsel  
Building 33  
Charlestown Navy Yard  
Charlestown, MA 02129

Applicant: Gunwyn/New Chardon Street Limited  
Partnership  
47 Thorndike Street  
Cambridge, MA 02141  
Attention: Peter E. Madsen

With copies to: John F. Bok, Esquire  
Csaplar & Bok  
One Winthrop Square  
Boston, MA 02110

9.6 Record Notice of Agreement. The Applicant shall record at the Suffolk County Registry of Deeds, a statutory notice of this Agreement. Failure of the Applicant to record notice of this Agreement within fifteen (15) business days of the date of this Agreement shall render ineffective the provisions contained in Article 7 hereof, unless said notice includes an extension of time by the Authority of the deadline for recording such notice. The Authority hereby agrees to assist the Applicant in obtaining from the Collector/Treasurer, upon satisfaction by the Applicant of its obligations under the Linkage Payment and Jobs Payment, within 10 business days after request by the Applicant, a certification, in recordable form, that said Linkage Payment or Job Payment, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Linkage Payment or Jobs Payment.

9.7 Indemnification. The developer hereby agrees to indemnify and save the Boston Redevelopment Authority harmless from any and all damages, costs and expenses sustained by the Authority, arising out of any litigation that may arise due to a challenge of any easement rights to Bulfinch Place.



9.8 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

9.9 Satisfaction of Boston Residents Jobs Policy. The Authority hereby acknowledges that, by executing this Agreement, the Boston Residents Construction Employment Plan attached hereto as Exhibit C satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985.

9.10 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

9.11 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil  
Chief General Counsel

By: Stephen Coyle  
Stephen Coyle, Director

GUNWYN/NEW CHARDON STREET  
LIMITED PARTNERSHIP

By: Gunwyn Development Corp.

By: Peter E. Madsen  
Peter E. Madsen, President



## EXHIBIT A

### Legal Description

The land in Boston, Suffolk County, shown as Parcel 2B on a plan entitled "Government Center Project, Mass. R-35 Property Line Map, Parcel 2 Boston Redevelopment Authority, Boston - Suffolk County - Massachusetts," by Whitman and Howard, Inc., Engineers, dated April 20, 1966, revised October 27, 1966, March 30, 1967, and August 21, 1967 (said plan attached as Exhibit "A") and bounded and described as follows:

Northwesterly by New Chardon Street, by a curved line one hundred fifteen and seventy-five one-hundredths (115.75) feet;

Northeasterly by proposed Bulfinch Place, one-hundred twenty-nine and seventy-nine one-hundredths (129.79) feet;

Southeasterly by proposed Mayhew Way, one hundred seventeen and seventy-two one-hundredths (117.72) feet;

Southwesterly by land now or formerly of the Grantor, known as Parcel 2A, one hundred eight and eight one-hundredths (108.08) feet.

Said Parcel 2B containing 14,034 square feet.

The premises are granted with the fee to the center line of New Chardon Street, the center line of proposed Bulfinch Place, and the center line of proposed Mayhew Way as they abut the premises, as these streets and malls are shown on the above-mentioned plan, subject to the rights of the public in such streets and malls.

EXHIBIT B

BOSTON REDEVELOPMENT AUTHORITY

September, 1987

DEVELOPMENT IMPACT PROJECT PLAN

for

15 NEW CHARDON STREET

Developer: Gunwyn/New Chardon Street Limited Partnership, a Massachusetts limited partnership, having an address at 47 Thorndike Street, Cambridge, Massachusetts, 02141 (the Developer).

Architect: Graham Gund Associates, Inc., 47 Thorndike Street, Cambridge, Massachusetts, 02141.

Legal Counsel: Csaplar & Bok, Boston, Massachusetts.

Site Description: Approximately 15,924 square feet of land which is occupied entirely by the building being Parcel 2B of the Government Center Urban Renewal Plan, specifically known as 15 New Chardon Street, and the adjacent greenhouse restaurant, bounded by New Chardon and Cambridge Streets, Bulfinch Place and Brattle Way. A plan showing the location of the site is attached as Exhibit B-1.

Location and Appearance of Structures: The Project, as planned, will consist of a 4-story new construction addition and rehabilitation to an existing 7-story office building with a height of 137 feet to be constructed on the site known as 15 New Chardon Street. The existing brick skin will be replaced



by a red brick and granite finish (hereinafter referred to as "the Project"). The design of the Project is the result of detailed studies by Graham Gund Architects, Inc. Great care has been taken to assure that the Project is compatible with the scale, massing, and materials of other buildings in the Government Center District. The design of the building will be substantially in accordance with the schematic drawings listed in Exhibit B-2.

General Description of Proposed Development and Uses: The Project, as planned, will provide first-class office and retail/restaurant space and a below-grade parking facility. The ground floor of the Project will be devoted to active retail/restaurant uses; the total retail/restaurant space will be approximately 10,290 square feet. The upper floors will provide approximately 130,914 square feet of office space. The Project will also contain two off-street truck loading bays and a below-grade parking facility with 24 parking spaces. Access to the loading bays and the parking ramp will be from Bulfinch Place. A list of proposed uses to be included in the Project is attached hereto as Exhibit B-3.

Estimated Construction Time: Construction is expected to commence in November of 1987, with completion of the shell scheduled for February 1989.

Projected Number of Employees: During construction, an estimated 350 jobs will be created. After completion, the employee population will be approximately 560 people. The Developer has agreed to submit a plan to the Director of the Boston Redevelopment Authority detailing its good faith efforts to ensure that its Contractor, and those engaged by its Contractor, will meet the following standards: (1) at least 50% of total employee worker hours in

each trade will be worked by Boston residents; (2) at least 25% of total employee worker hours in each trade will be worked by minorities; (3) and at least 10% of total employee worker hours in each trade will be worked by women. Furthermore, the Developer has agreed to use good faith efforts to assure that 50% of the permanent employment opportunities created by the project are made available to Boston residents.

Development Impact Project Contribution: In accordance with Section 26A-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority. Such Agreement will require the Developer to make a Development Impact Project Contribution (the Linkage Contribution) which shall be made by means of a Housing Contribution Payment or a Housing Creation Option, which shall contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston under conditions specified in said Agreement. If the Developer elects to satisfy its contribution responsibility with respect to the building through money payments, payments made to said Trust or fiduciary shall be made in seven (7) equal annual installments. The first installments will be due upon the issuance of a building permit. The annual payment shall be one-seventh of \$5.00 per square foot of gross floor area of the new construction in excess of 100,000 square feet. Said contribution shall approximate a total of \$206,020.00 based on the following calculations:

|                                          |                     |
|------------------------------------------|---------------------|
| Gross Building Area of New Construction: | 141,204 SF          |
| Deduct Allowance:                        | <u>100,000</u>      |
|                                          | 41,204              |
|                                          | x \$ <u>5.00</u>    |
| Exaction Payment Total:                  | <u>\$206,020.00</u> |



Changes in total gross square footage for the building may occur as a result of ongoing design review. The precise amount of the Linkage Contribution shall be calculated based upon the gross floor area of the building as shown on the plans for which a building permit is granted.

Jobs Contribution Grant: As required by Section 26-B of the Boston Zoning Code, the Development Impact Project Agreement shall provide for a Jobs Contribution Grant which shall be approximately \$41,204.00 which shall be made by means of a Jobs Contribution Payment. The payments made to said Trust or fiduciary shall be made in two (2) equal annual installments. The first installment shall be due upon the issuance of a building permit and the remaining installment shall be due on the anniversary of the first payment. The Jobs Contribution Grant shall approximate a total of \$41,204.00 based on the following calculations:

|                                          |                     |
|------------------------------------------|---------------------|
| Gross Building Area of New Construction: | 141,204 SF          |
| Deduct Allowance:                        | <u>100,000</u>      |
|                                          | 41,204              |
|                                          | × \$ <u>1.00</u>    |
| Jobs Contribution Grant Total:           | <u>\$ 41,204.00</u> |

Proposed Dimension of Structure: The Project shall not exceed 11 stories. The height of the Project (excluding roof structures not devoted to human occupancy and roof ornamentation) shall not exceed 137 feet measured from the grade of the ground floor. The project is consistent with the enhanced height and FAR guidelines in the proposed Downton IPOD currently before the Boston Zoning Commission. A schedule of Project areas is contained in Exhibit B-4 attached hereto.

Density: The Building lot size is 15,924 square feet. Gross building area adjusted for zoning measurement purposes is 141,204 square feet. This yields a floor area ratio (FAR) of 8.86. Tables of Floor Area Ratio calculations for the Project are attached as Exhibit B-4.

Exterior Building Material: It is proposed that there will be a two-story arch opening toward Cardinal Cushing Park. The existing brick skin will be replaced with a red brick and granite finish, and a cornice constructed of Glass Fiber Reinforced Concrete will be added.

Open Space and Landscaping: Although the Project fills the entire site leaving no open space, an atrium and a two-story entrance will provide a sense of open space. In addition, the Building abuts Cardinal Cushing Park which provides opportunities and layout for planting on difference levels. New brick surfaces around the perimeter of the site will also be provided.

Transportation Access Plan: The developer has submitted a Transportation Access Plan, subject to review and approval by the Director and the City of Boston Transportation Department.

Traffic Circulation: Immediate passenger vehicle access to the Project will be through a separate entrance for cars at Bulfinch Place, leading to a below-grade parking area. Truck access to the off-street loading bays will be directly adjacent to the passenger vehicle ramp. Pedestrian entrances to the Project will be located facing Cardinal Cushing Park via the new lobby.



A preliminary transportation access plan has been prepared by Vanasse Hangen Brustlin, Inc. regarding impacts upon the City of Boston's transportation system generated by the Project in its vicinity. It should be noted that Vanasse Hangen's preliminary research indicates that the extent of such incremental impacts will be slight and will be further minimized by access management measures.

Parking and Loading Facilities: The Project will provide 24 spaces of sub-surface parking. Currently, there are no existing spaces. Access to parking will be via a ramp off Bulfinch Place at the western end of the building. Two combined loading docks, measuring 24 feet by 39.5 feet, will provide ground floor loading facilities off of Bulfinch Place. The loading dock will be located directly north of the parking ramp.

Access to Public Transportation:

| <u>Transportation</u> | <u>Station</u> | <u>Walking Time</u> |
|-----------------------|----------------|---------------------|
| Commuter Rail         | South Station  | 15 minutes          |
| Commuter Rail         | North Station  | 3 minutes           |
| Red Line              | Charles Street | 7 minutes           |
| Blue Line             | Bowdoin Street | 1 minute            |
| Orange Line           | North Station  | 3 minutes           |
| Green Line            | North Station  | 3 minutes           |

Schematic Design Drawings: Schematic plans for the Project have been prepared by Graham Gund Architects, Inc. and listed in Exhibit B-2.

Design Review: Design Development Plans and Final Working Plans and Specifications for the Project will be subject to continuing design review and final approval by the Authority. The design review procedure shall be as

specified in the Boston Redevelopment Authority Development Review Procedures revised in 1986. The design of the Project as approved by the Authority may be subject to minor modification as the result of continuing design review. Design Development Plans and Final Working Plans and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Development Impact Project Plan.

Zoning Variances and Conditional Use Permit: The Project is located in a B-8 General Business Zoning District and a Restricted Parking District. The following variances and special permits under the City of Boston Zoning Code (as amended) are required for construction of the Project:

1. Floor Area Ratio: The Project will have an FAR of 8.86, which exceed the permitted FAR of 8.0, under Section 15-1. A variance is, therefore, required.
2. Rear Yard: A variance will be needed as the rear yard of the Project is insufficient under Section 20-1.
3. Parapet Setback: The Project does not satisfy the requirements of Section 21-1 for parapet setbacks from lot lines. A variance to permit construction of the Project with the proposed setbacks is, therefore, required.



4. Off-Street Parking:

Off-street parking is a conditional use within a restricted parking district. A below-grade parking facility with 24 parking spaces is proposed. A Conditional Use Permit for Use No. 72 (accessory off-street parking) is, therefore, required.

EXHIBITS

- Exhibit B-1     Survey
- Exhibit B-2     List of Schematic Design Plans
- Exhibit B-3     Proposed Uses
- Exhibit B-4     FAR Calculations and Schedule of Project Areas



The City of Cambridge, Developer  
Graham Architects, Inc.

EXHIBIT B-1  
15 NEW CHARDON STREET  
SCHEMATIC PLAN

MAY 22, 1987

NEIGHBORHOOD SITE PLAN  
Scale 1" = 40'  
AI





**Exhibit B-2 Schematic Drawings**

|      |                                 |                 |
|------|---------------------------------|-----------------|
| AD.1 | Demolition Plans                | August 18, 1987 |
| AD.2 | Demolition Plans                | August 18, 1987 |
| AD.3 | Demolition Site Plan            | August 18, 1987 |
|      |                                 |                 |
| A1.1 | Basement and Ground Floor Plans | August 18, 1987 |
| A1.2 | Floor Plans                     | August 18, 1987 |
| A1.3 | Floor Plans                     | August 18, 1987 |
| A1.4 | Penthouse Floor and Roof Plans  | August 18, 1987 |
|      |                                 |                 |
| A3.1 | South Elevation                 | August 18, 1987 |
| A3.2 | West Elevation                  | August 18, 1987 |
| A3.3 | North Elevation                 | August 18, 1987 |
| A3.4 | East Elevation                  | August 18, 1987 |
|      |                                 |                 |
| A4.1 | Building Section                | August 18, 1987 |
|      |                                 |                 |
| A7.1 | Core Plans                      | August 18, 1987 |
| A7.2 | Core Sections                   | August 18, 1987 |
|      |                                 |                 |
| AS.1 | Site Development Plan           | August 18, 1987 |

**15 NEW CHARDON STREET  
DEVELOPMENT IMPACT PROJECT PLAN**

**Exhibit B-3**

**Proposed Uses**

**Use Items, Boston Zoning Code, Article 8.**

**Allowed Uses:**

- #34**      Retail Business.
- #36A**      Place for over-the-counter sale of on-premises prepared food or drink for off-premises consumption.
- #37**      Place for sale, service, and consumption of food and beverages not providing dancing and/or entertainment.
- #39**      Office of accountant, architect, attorney, dentist, physician or other professional person.
- #40**      Real estate agency, insurance agency, or other agency office.
- #41**      Office Building.
- #42**      Office or display space of wholesale house.
- #43**      Service retail (e.g., barber shop, beauty shop, laundry).
- #44**      Tailor shop, laundry or dry-cleaning shop.

**Conditional Uses:**

- #72**      Off-street parking as an accessory use to #34, #36A, #37, #39, #40, #41, #42, #43 and #44.

**Other Uses:**    As permitted from time to time in a general business district.



**15 NEW CHARDON STREET  
DEVELOPMENT IMPACT PROJECT PLAN**

**Exhibit B-4**

**FAR Calculations and Schedule of Project Areas**

| <u>Floor</u> | <u>New<br/>Constr.</u> | <u>Restaurant<br/>Constr.</u> | <u>Existing<br/>to be<br/>Rehabbed.</u> | <u>Total Gross<br/>Flr. Area(SF)</u> |
|--------------|------------------------|-------------------------------|-----------------------------------------|--------------------------------------|
| 11           | 12,767 SF              |                               | -0-                                     | 12,767 SF                            |
| 10           | 12,767 SF              |                               | -0-                                     | 12,767 SF                            |
| 9            | 12,767 SF              |                               | -0-                                     | 12,767 SF                            |
| 8            | 12,767 SF              |                               | -0-                                     | 12,767 SF                            |
| 7            | 1,274 SF               |                               |                                         | 12,767 SF                            |
| 6            | 1,274 SF               |                               | 11,523 SF                               | 12,797 SF                            |
| 5            | 1,274 SF               |                               | 11,523 SF                               | 12,797 SF                            |
| 4            | 1,274 SF               |                               | 11,523 SF                               | 12,797 SF                            |
| 3            | 1,274 SF               |                               | 11,523 SF                               | 12,797 SF                            |
| 2            | 1,274 SF               |                               | 10,548 SF                               | 11,822 SF                            |
| 1            | 3,164 SF               | 4,444                         | 6,721                                   | 14,317 SF                            |
| Basement     | 0 SF                   | 0 S                           | 0 SF                                    | 0 SF                                 |
| TOTAL        | 61,876                 | 4,444                         | 74,884                                  | 141,204 SF                           |

**NOTE:** Gross Floor Area for FAR purposes has been calculated exclusive of parking and loading areas, roof structures not devoted to human occupancy, and otherwise as defined in Section 2-1 (21) of the Boston Zoning Code.

**Lot Size:** The Site contains approximately 15,924 square feet of land. This includes the area allocated for the restaurant use on Bulfinch Place.

**Proposed FAR:** As indicated on the Schedule of Floor Areas, the gross floor area for calculating the FAR of the Project, as planned, is 141,204 square feet.

The FAR of the Project is calculated thus:

$$\frac{141,204}{15,924} = 8.86$$

As the maximum allowable FAR is 6.0, a variance from the Zoning Code will be required.



Boston Residents  
Construction Employment Plan  
For  
15 New Chardon Street  
Boston, Massachusetts

WHEREAS, The Gunwyn Company ("Developer"), the Boston Redevelopment Authority ("Authority"), the Mayor's Office of Jobs and Community Services ("OJCS"), and the Boston Employment Commission ("Commission") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement dated October 13, 1987, between the Developer and the Authority pertaining to the Project each require the Developer to prepare and submit, and the Authority to approve, a construction employment plan;

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

NOW, THEREFORE, the Developer, the Authority, the Commission and the OJCS agree that the approved construction employment plan (this "Plan") for the Project is as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

- 1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.
- 1.2 On-Site Monitor: An individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.
- 1.3 Project: The construction of an office building with office and retail uses and a restaurant containing approximately 141,204 square feet of gross floor area on a parcel of land bounded by New Chardon and Cambridge Streets, Mayhew Way, and Bulfinch Place.



## Section II: GENERAL REQUIREMENTS

- 2.0 The Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.
- 2.1 The Developer shall incorporate into its construction contract with the Contractor and shall require the Contractor to incorporate into each of its subcontracts provisions requiring that the Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.
- 2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.
- 2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B and incorporated herein by this reference. The Contractor shall update such projection periodically during the course of construction of the Project, but not more frequently than quarterly.
- 2.4 The Commission shall make determinations as to compliance by the Developer and the Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:
- (1) When the Project is 25, 50, 75 and 100 percent complete, or,
  - (2) Every three months from the date of commencement of construction of the Project.
- "Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.
- 2.5 The Developer shall maintain, and shall cause the Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.
- 2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof to OJCS within ten (10) calendar days of such meetings.



- 2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

### Section III: PROCEDURES

- 3.0 The Developer shall furnish to the Authority and OJCS the name, title, business address and telephone number of the person designated as the On-Site Monitor.
- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.
- 3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction workers over the course of construction of the Project.
- 3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.
- 3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.
- 3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to OJCS. The On-Site Monitor shall forward in writing to OJCS, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for



employment is made. The On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.

- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to OJCS. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.
- 3.7 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

#### Section IV: DETERMINATION OF COMPLIANCE

- 4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with the Boston Residents Construction Employment Standards, (ii) to comply with this Plan, or (iii) to use Best Efforts in attempting to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.



## Section V: SANCTIONS

- 5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to one tenth on one percent (0.1%) of the total cost of construction as stated in the building permit application for the Project. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and the Contractor have complied with this Plan or have satisfied any fines recommended by the Commission.
- 5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.
- 5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

## Section VI: MISCELLANEOUS

- 6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: The Gunwyn Company  
47 Thorndike Street  
East Cambridge, MA 02141  
Attention: Peter Madsen

Authority: Boston Redevelopment Authority  
One City Hall Square, 9th Floor  
Boston, Massachusetts 02201  
Attention: Director's Office

Commission: Boston Employment Commission  
15 Beacon Street  
Boston, Massachusetts  
Attention: Executive Director

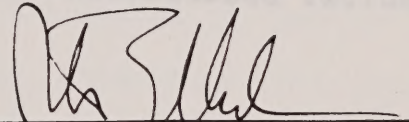


OJCS: Mayor's Office of Jobs and  
Community Services  
15 Beacon Street  
Boston, Massachusetts  
Attention: Director

- 6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.
- 6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.
- 6.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered on this 13th day of October, 1986.

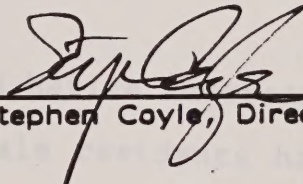
THE GUNWYN COMPANY

By 

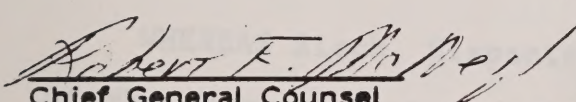
Peter Madsen

APPROVED AS TO FORM:

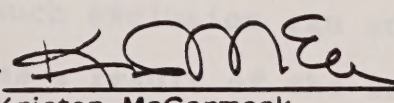
BOSTON REDEVELOPMENT AUTHORITY

By 

Stephen Coyle, Director

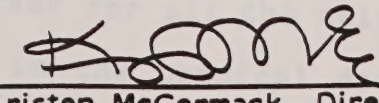
  
Chief General Counsel  
*kik* *leg x sm*

BOSTON EMPLOYMENT COMMISSION

By 

Kristen McCormack,  
Executive Director

MAYOR'S OFFICE OF JOBS  
AND COMMUNITY SERVICES

By 

Kristen McCormack, Director



## CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR  
RAYMOND L. FLYNNEXECUTIVE ORDEREXTENDING THE BOSTON RESIDENTS JOB POLICY

WHEREAS there is a need to ensure that Boston residents receive maximum benefits from the growing private economy of their city, involving the economic resurgency encompassing office, hotel, retail, institutional and unsubsidized residential development;

WHEREAS there is a high rate of unemployment in the City of Boston, among both white and minority residents;

WHEREAS Black, Hispanic, Asian and Native American residents of the City of Boston, as well as female residents have historically been systematically excluded from the construction trades and unions in the City of Boston and such exclusion can and does exacerbate racial and gender tensions as a result of the competition for scarce construction jobs;

WHEREAS the effect of this high level of unemployment has a serious, substantial and deleterious effect for all the neighborhoods of the City of Boston, resulting in the physical deterioration of neighborhoods, vandalism, and crime;



WHEREAS procedures have been outlined to establish a balance between new large scale real estate developments and the needs of low and moderate income residents of the City of Boston, which procedures provide for the establishment of a Development Impact Project Plan and the execution of a Development Impact Agreement to ensure that developments which afford this opportunity for growth also provide a linkage payment for the production of low and moderate income housing in the city's neighborhoods;

WHEREAS in addition to the foregoing, it is appropriate for the City to ensure that each major private development which encompasses office, hotel, retail, institutional or unsubsidized residential development, has a Boston Residents Construction Employment Plan to ensure employment for Boston residents, minorities and women;

THEREFORE, I do hereby order that the following policy shall take effect as of July 12, 1985:

On any new private project or substantial rehabilitation project encompassing office, hotel, retail, institutional or unsubsidized residential development, to which there is a requirement of a Development Impact Project Plan, and to which a Building Permit has not already been issued, that there also be the requirement that the developer submit a Boston Residents Construction Employment Plan to the Boston Redevelopment Authority, which plan shall set forth in detail the developer's

plans to ensure that on a craft by craft basis, the following Boston Residents Construction Employment Standards are met:

- (1) at least 50 percent of the total employee workhours in each trade shall be by bona fide Boston residents;
- (2) at least 25 percent of the total employee workhours in each trade shall be by minorities; and
- (3) at least 10 percent of the total employee workhours in each trade shall be by women.

That plan shall further contain provisions for monitoring, compliance, and sanctions. The Commissioner of Inspectional Services shall not issue any building or use permit with respect to any building, structure, or land which requires a Development Impact Project Plan unless the Director of the Boston Redevelopment Authority has certified on the application for a building or use permit and on each Development Impact Project Plan that the project is consistent with the Boston Redevelopment Authority approved Boston Residents Construction Employment Standards as specified above for said project.

Date: July 12, 1985

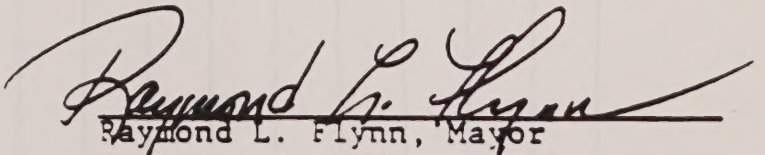
  
Raymond L. Flynn, Mayor



EXHIBIT B

PROJECTED WORKFORCE FORM

Project: \_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_ GEN \_\_\_\_\_ SUB \_\_\_\_\_

Address: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

PROJECTED WORKFORCE:

TRADE

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NUMBER OF PROJECTED  
PROJECT WORKERS

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TOTAL: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Official

EXHIBIT C

RESIDENCY VERIFICATION

PROJECT: \_\_\_\_\_

CONTRACTOR OR  
SUBCONTRACTOR: \_\_\_\_\_

RESIDENT  
EMPLOYEE: \_\_\_\_\_

ADDRESS  
LISTED: \_\_\_\_\_  
\_\_\_\_\_

METHODS OF VERIFICATION (any one of the following):

\*DRIVER'S LICENSE \_\_\_\_\_

\*UTILITY BILL \_\_\_\_\_

\*RENT RECEIPT \_\_\_\_\_

\*VOTERS REGIS \_\_\_\_\_

\*RETURN MAIL  
VERIFICATION \_\_\_\_\_

CHANGE OF ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR OR  
SUBCONTRACTOR SIGNATURE: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**The Brigham and Women's Hospital, Inc.**  
**ASB II Project**

**PERCENT COMPLETED**

PROJECT DATE OF COMPLETION

WEEK OF: \_\_\_\_\_ TO: \_\_\_\_\_

Name of Contractor ( ) or Subcontractor ( )

Address: \_\_\_\_\_

Project or Contract No.

**CODES:** 1. Caucasian  
2. Black  
3. Hispanic  
4. Asian  
5. Other

Name and Address

SEX M/F

**Work  
Classification**

**Ethnicity  
(See  
Codes)**

**TO**

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**Hours**  
**Total**

Name &amp; Title:

**Signature**

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EXHIBIT E

SAMPLE NOTICE

TO ALL PROJECT WORKERS:

THIS IS TO INFORM YOU THAT THERE IS A POLICY OF EMPLOYING ON THIS PROJECT 50% BOSTON RESIDENTS, 25% MINORITY PERSONS AND 10% FEMALES.

AS PART OF THIS POLICY, IT IS REQUESTED THAT YOU REFER ANY QUALIFIED BOSTON RESIDENTS, MINORITY PERSONS OR FEMALES THAT YOU KNOW ARE SEEKING EMPLOYMENT TO (NAME OF INDIVIDUAL) (WHO WILL FORWARD THE SAME TO THE APPROPRIATE UNION REPRESENTATIVES).

IF YOU HAVE ANY QUESTIONS REGARDING THE IMPLEMENTATION OF THIS POLICY, PLEASE CONTACT (NAME OF INDIVIDUAL, WOULD BE SAME AS ABOVE), AND (HE OR SHE) WILL BE GLAD TO ASSIST YOU.

SINCERELY,

NAME \_\_\_\_\_

TITLE \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this 13th day of October, 1987, by and among the City of Boston, acting by and through the Mayor's Office of Jobs and Community Services (the "City"), the Boston Redevelopment Authority (the "BRA"), and Gunwyn/New Chardon Street Limited Partnership, a Massachusetts Limited Partnership, having an address at 47 Thorndike Street, Cambridge, Massachusetts, 02141, and its successors, assigns and legal representatives (the "Developer").

The Developer is the owner of a parcel of land together with the building thereon located at 15 New Chardon Street, Boston, Massachusetts. The Developer proposes to reuse the existing seven story building, construct four new stories, and maintain the existing uses with ground floor retail/restaurant use and office uses on the upper floors. The Developer is a party to a Development Impact Project Agreement with the BRA (the "Development Agreement"). Pursuant to the Development Agreement, the Developer has agreed to formulate and submit to either the City or to the BRA a Voluntary Employment Opportunity Plan, the purpose of which is to detail the Developer's good faith efforts to assure that fifty percent (50%) of the employment opportunities created in the Development will be made available to Boston residents.

Working in a cooperative effort with the Mayor's Office of Jobs and Community Services ("OJCS"), the Developers of major commercial real estate projects (the "Developers") including office buildings, hotels, retail stores, and offices for institutional use, now existing or in various stages of development or construction, (collectively, "Developments") have jointly formula-



ted such a plan, and have agreed to pursue the plan uniformly in each of the Developments.

The Employment Opportunity Plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Development will be created and filled by tenants of the Development (the "Tenants"). Therefore, the following Employment Opportunity Plan (the "Plan") focuses upon steps which a Developer as landlord can take to urge and encourage its Tenants to hire Boston residents for new job openings. The Plan details two basic approaches to that endeavor, the first being fulfillment of a leadership role in which the Developer/landlord utilizes the employment training and referral resources available in the City of Boston, and the second being acting as a conduit to Tenants for information about those resources. The following paragraphs set forth the Employment Opportunity Plan:

I. Undertakings by the Developer

A. With respect to all persons employed by a Developer in connection with the operation, management, and maintenance of, and provision of security to, the Development, the Developer will pursue as a goal the employment of Boston residents in fifty percent (50%) of the workforce employed at the Development site. Persons employed by any agent or independent contractor providing maintenance, management, security or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by a Developer.

B. Developer shall become a signatory to the Boston Compact.



C. Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this Memorandum of Understanding as Exhibit "A".

D. Developer will participate in the Private Industry Council's summer jobs program.

E. Developer will assign or cause to be assigned to the management staff for the Development a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan.

## II. Dissemination of Information to Tenants

A. Subsequent to the final execution and delivery of lease for space in the Development, the Developer will send to the Tenant thereunder a letter substantially in the form of Exhibit "B" to this Memorandum of Understanding, which letter will transmit the Employment Services Guide annexed to this Memorandum of Understanding as Exhibit "C", which Employment Services Guide has been produced by and at the expense of the Developers with the cooperation of OJCS.

B. In each year through and including 1996, the Developer will solicit from each Tenant in the Development statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. Such statistical information will be combined with the statistical information obtained by each of the other Developers who become signatories from time to time to a similar Memorandum of Understanding in order to produce a single statistic concerning the number of newly hired employees within the Developments and the percentage thereof who are Boston residents. Such



information will be transmitted to both the City and the BRA by the Developers no later than March 31st in each such year.

### III. Continuing Joint Efforts

The Developer will convene with the other participating Developers annually in July of each year through and including 1996 to meet with OJCS for the purpose of updating and revising the Employment Services Guide. Upon each such update or revision to the Employment Guide, the Developer will redistribute the Employment Services Guide, or supplement or substitute pages thereto, to each Tenant in the Development, accompanied by a transmittal letter to be formulated by the Developer at the time such update or revision is prepared.

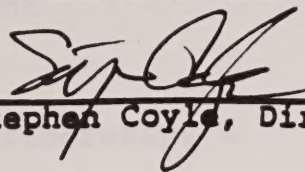
The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developer under its Development Agreement to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the City and the BRA. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon a Developer by the Plan from the date hereof through and including August 1, 1996. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owners of the Development.

EXECUTED the date first above written.



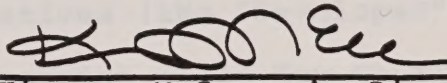
**BOSTON REDEVELOPMENT AUTHORITY**

By:

  
Stephen Coyle, Director

**CITY OF BOSTON ACTING BY AND  
THROUGH THE MAYOR'S OFFICE OF JOBS  
AND COMMUNITY SERVICES**

By:

  
Kirsten McCormack, Director

**GUNWYN/NEW CHARDON STREET LIMITED  
PARTNERSHIP**

By: GUNWYN DEVELOPMENT CORP.

By:

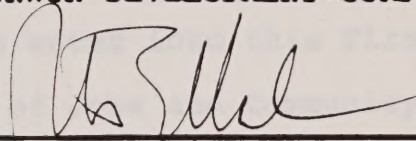
  
Peter E. Madsen,  
President

EXHIBIT E

FIRST SOURCE AGREEMENT

Preliminary Statement

Gunwyn/New Chardon Street Limited Partnership, a Massachusetts limited partnership, having an address at 47 Thorndike Street, Cambridge, Massachusetts, 02141, and its successors, assigns and legal representatives (the "Developer") is engaged in the rehabilitation and expansion of 15 New Chardon Street into an office/retail building (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston and the the Boston Redevelopment Authority dated \_\_\_\_, 1987, setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with the Mayor's Office of Jobs and Community Services ("OJCS") on behalf of the Boston Job Exchange program (the "Job Exchange") in which OJCS participates.

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through July 31, 1996, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:



A. Prior to announcing or advertising the availability of an employment position created by vacancy of an existing position or of a new employment position at the Development in any communications medium (other than compliance with internal posting procedures) or with any employment or referral agency, the Developer will notify the Job Exchange of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Job Exchange to refer qualified applicants for such position. The Developer shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Job Exchange of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period."

B. Upon receipt from the Developer of a notice of an employment position, the Job Exchange shall refer to the Developer candidates for employment whom the Job Exchange believes are qualified for the position and who meet the Developer's minimum requirements for such position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Job Exchange believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.



C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give consideration first to those applicants in such file of qualified applicants previously referred by the Job Exchange. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the Job Exchange.

D. The Developer shall incorporate the provisions of this First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

Executed this 13th day of October, 1987.

Gunwyn/New Chardon Street  
Limited Partnership

By: [Signature]

CITY OF BOSTON ACTING BY AND  
THROUGH THE MAYOR'S OFFICE OF  
JOBS AND COMMUNITY SERVICES

By: [Signature]



EXHIBIT F

Clean Standby Undertaking-Irrevocable

Date, 1987

Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02101

Gentlemen:

By the order of,

Gunwyn/New Chardon Street  
Limited Partnership  
47 Thorndike Street  
Cambridge, MA 02141

We hereby open in your favor our Irrevocable Letter of Credit for the account of Gunwyn/New Chardon Street Limited Partnership for the sum or sums not exceeding a total of US Dollars \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) available by your draft at SIGHT on \_\_\_\_\_ (Name of Issuer) at \_\_\_\_\_ (City), \_\_\_\_\_ (State) effective and expiring in Boston on \_\_\_\_\_, 198\_\_.

A draft under this Letter of Credit must be accompanied by the following documents:

1. a written statement purporting to be executed by an authorized officer of the Boston Redevelopment Authority, or its designee, in either of the form of Exhibit A or Exhibit B attached hereto, as may then be appropriate.

AND

2. this Letter of Credit.

Partial drawings under this Letter of Credit are permitted.

Each draft must bear upon its face the clause, "Drawn under this Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 198\_\_ of \_\_\_\_\_ (Bank), \_\_\_\_\_ (City), \_\_\_\_\_ (State).

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication 400".

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the above mentioned drawee bank on or before \_\_\_\_\_ (Date).

Very truly yours,

\_\_\_\_\_  
Authorized Official



Doc

ADOPTED

## M E M O R A N D U M

DECEMBER 3, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ACTING ASSISTANT DIRECTOR FOR  
DEVELOPMENT AND URBAN DESIGN  
CINDY SCHLESSINGER, PROJECT MANAGER

SUBJECT: MINOR MODIFICATION TO GOVERNMENT CENTER URBAN RENEWAL  
PLAN, RESTATED AND AMENDED LAND DISPOSITION AGREEMENT  
AND OTHER NECESSARY EASEMENT AGREEMENTS

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## EXECUTIVE

SUMMARY: This memorandum requests adoption of a Proclaimer of Minor Modifications to the Government Center Urban Renewal Plan Project No. Mass. R-35 and authorization to execute an Amended and Restated Land Disposition Agreement and other necessary easement agreements.

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The proposed rehabilitation at 15 New Chardon Street by the Gunwyn Company received Development Impact Project Plan (DIPP) approval by the Authority September 23, 1987. The DIP Agreement was executed October 13, 1987 and the Board of Appeal granted the requested variances October 15, 1987. The required discontinuance of Brattle Way and discontinuances for the cornice extension were approved at the November 19, 1987 Public Improvements Commission Public Hearing.

The parcel, containing approximately 15,924 square feet, is located adjacent to Cardinal Cushing Park and is bounded by New Chardon and Cambridge Streets, Bulfinch Place and Brattle Way. The project will include approximately 130,914 gross square feet of office space, approximately 10,290 gross square feet of retail space and space below grade for 24 automobiles. The building, as proposed, is 137 feet to the cornice and the floor area ratio is 9.92 which is consistent with the enhanced height and FAR guidelines for the site in the Downtown Interim Planning Overlay District. Red brick and granite will replace the existing grey brick facade, and new brick surfaces around the perimeter of the site will be added.

The project has undergone extensive design review by Authority staff and has also been reviewed by owners of abutting properties. The proposed project abuts Cardinal Cushing Park and the developer has agreed to become the lead party in forming a coalition of



abutters to ensure that the park is maintained as a park in perpetuity and has also guaranteed annual funding for at least 50 percent of the costs of maintenance and not less than \$20,000 per annum. A satisfactory maintenance program and agreement with other abutters will be submitted to the Authority for approval.

The Gunwyn Company has revised the initial proposal by moving the loading off of Bulfinch Place on to Brattle Way in response to concerns expressed by Robert Schlager, the abutter. An agreement has subsequently been reached with Schlager who is not in opposition to the project. In addition, the proposed restaurant on Brattle Way has been eliminated because of extensive underground telephone cables making construction problematic to the telephone company.

Under the DIPP and the Agreement, the developer will make a Housing Contribution of approximately \$206,020 and a jobs Contribution Grant of approximately \$41,204. The developer intends to file a Housing Creation Proposal and has agreed to commit funds to undertake repairs of 48 and 50 Billerica Street in the North Station Urban Renewal Area.

In addition, the developer has agreed to pay 1.5 million dollars as an incremental fee for the four story addition on the existing seven story development on the urban renewal parcel. This amount is based on an initial appraisal by the Authority and is included in the Amendment to the Land Disposition Agreement.

The developer intends to begin construction in the first quarter of 1988 with occupancy in 1989. Approximately 350 construction jobs will be created by the project as well as 560 permanent jobs.

The project requires a minor modification of the Government Center Urban Renewal Plan Project No. Mass. R-35 to allow the height and FAR as proposed and access from Brattle Way (Attachment A). The Amended and Restated Land Disposition Agreement (Attachment B) allows the developer to make the proposed renovations, allows access for the garage on Bulfinch Place and sets forth the 1.5 million dollar incremental fee for the disposition parcel. The additional easement agreements allow for the construction, access and maintenance and the cornice overhang.

We therefore recommend that the Authority adopt a Minor Modification to the Government Center Urban Renewal Plan Project No. Mass. R-35 and authorize the Director to execute the Amendment to the Land Disposition Agreement and necessary easement agreements.

Appropriate votes follow:

VOTED: To adopt the Resolution substantially in the form attached hereto as Attachment A regarding a Proclaimer of Minor Modifications to the Government Center Urban Renewal Plan for Parcel 2B which modifications are necessary to effectuate the 15 New Chardon Street development approved by separate vote of the Authority September 23, 1987; and further

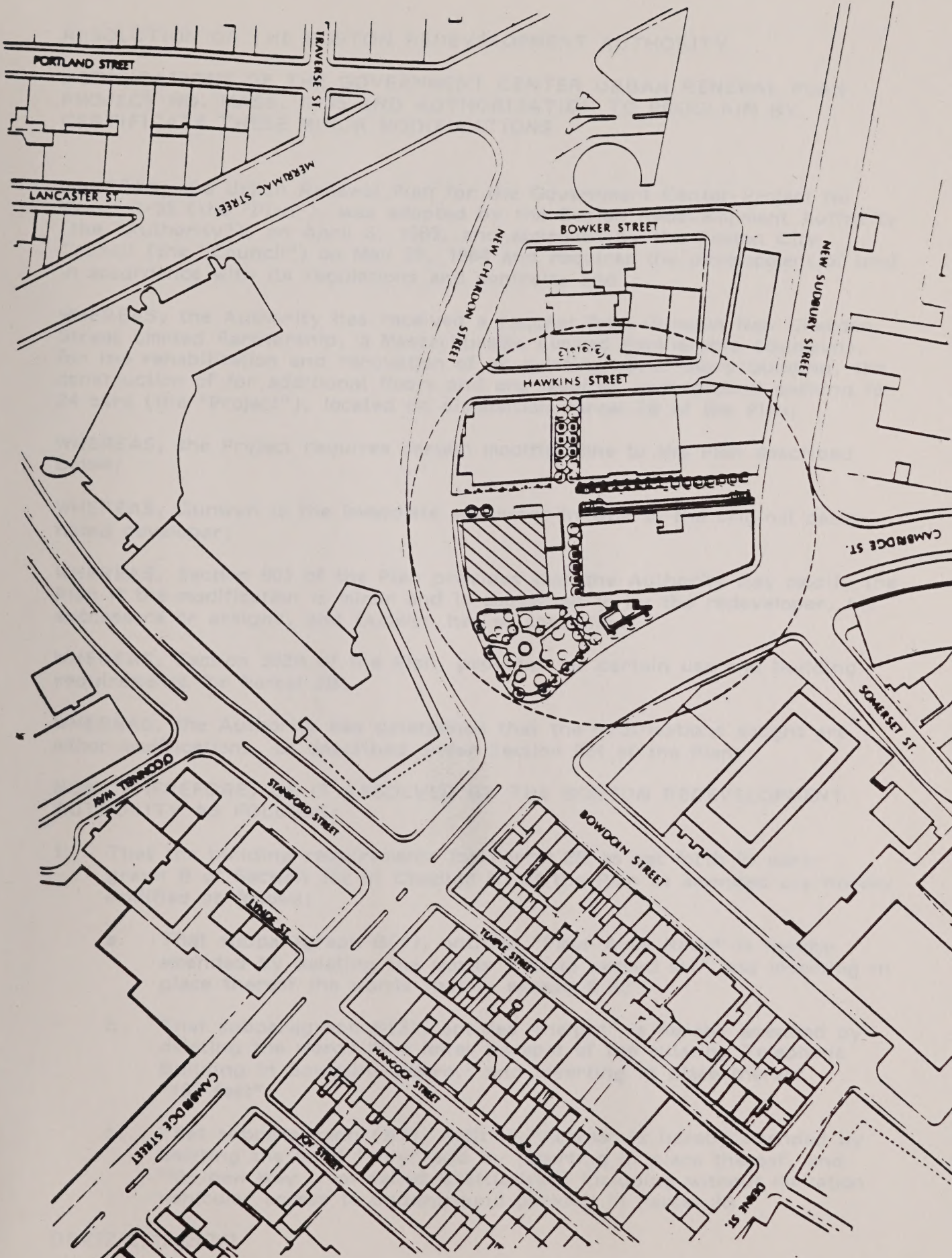
VOTED: To authorize the Director of the Authority to execute an Amended and Restated Land Disposition Agreement substantially in the form attached hereto as Attachment B and such other documents that are necessary to effectuate the development of the 15 New Chardon Street development. All said documents to be substantially in the form as attached including such additional terms and conditions as the Director deems appropriate and is in the best interest of the Authority.



# 10 NEW CHANDON STREET

SCHEMATIC DESIGN

NEIGHBORHOOD SITE PLAN  
Scale 1" = 40'  
N





## RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

MODIFICATIONS OF THE GOVERNMENT CENTER URBAN RENEWAL PLAN,  
PROJECT NO. MASS. R-35 AND AUTHORIZATION TO PROCLAIM BY  
CERTIFICATE THESE MINOR MODIFICATIONS

WHEREAS, the Urban Renewal Plan for the Government Center Project No. Mass. R-35 (the "Plan"), was adopted by the Boston Redevelopment Authority (the "Authority"), on April 3, 1963, and approved by the Boston City Council (the "Council") on May 25, 1964 and requires the development of land in accordance with its regulations and controls; and

WHEREAS, the Authority has received a request from Gunwyn New Chardon Street Limited Partnership, a Massachusetts Limited Partnership (Gunwyn), for the rehabilitation and renovation of an existing seven-story building, the construction of for additional floors and one level of underground parking for 24 cars (the "Project"), located on disposition Parcel 2B of the Plan;

WHEREAS, the Project requires certain modifications to the Plan described below;

WHEREAS, Gunwyn is the immediate successor in title to the original designated developer;

WHEREAS, Section 901 of the Plan provides that the Authority may modify the Plan if the modification is minor and is consented to by the redeveloper, his successors or assigns, and Gunwyn has so consented;

WHEREAS, Section 302B of the Plan, provides for certain use and building requirements for Parcel 2B;

WHEREAS, the Authority has determined that the modifications sought are minor modifications, as described under Section 901 of the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY AS FOLLOWS:

1. That the building requirements for Parcel 2B as set forth in paragraph B of Section 302 of Chapter III of the Plan as amended are hereby modified as follows:
  - a. That subparagraph B(1), entitled "Floor Area Ratio" is hereby amended by deleting the words "Not to exceed six" and inserting in place thereof the words "not to exceed 9.92".
  - b. That subparagraph B(3), entitled "Height" is hereby amended by deleting the words "the lower parapet of the existing Telephone Building in Bowdoin Square," and inserting in place thereof "137 feet".
  - c. That subparagraph (B7), entitled "Access" is hereby amended by deleting the word "only" and by inserting in place thereof, and "Mayhew Way (now called Brattle Way) including without limitation vehicular access to underground parking in Parcel 2B."



2. That the proposed modifications are found to be minor modifications and do not substantially or materially alter or change said Plan.
3. That it is hereby found and determined that the minor modifications of the Plan as set forth herein will not result in significant damage to or impairment of the environment.
4. That all other provisions of said Plan are consistent herewith and will continue in full force and effect.
5. That the Director of the Authority be authorized to proclaim by certificate this minor modification of the Plan in accordance with the provisions of the Urban Renewal Handbook RHM 7207.1

AMENDED AND RESTATED  
LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of December, 1987 by and between the BOSTON REDEVELOPMENT AUTHORITY (the Authority) and GUNWYN/NEW CHARDON STREET LIMITED PARTNERSHIP, a Massachusetts limited partnership (Gunwyn), successor in interest to Government Center Developers Company (GCDC) under deed dated May 15, 1987 recorded with the Suffolk Registry of Deeds as Instrument No. 400, that the Authority and GCDC were the parties to a Land Disposition Agreement made and entered into as of July 31, 1968 (the LDA) with regard to Parcel 2B of the Government Center Urban Renewal Project Area, Boston, Massachusetts (the Premises) recorded with said Deeds at Book 8250, Page 151.

WHEREAS, pursuant to the LDA a Certificate of Completion dated December 27, 1968 was issued by the Authority and recorded with said Deeds at Book 8258, Page 587, and

WHEREAS, upon recording of a Certificate of Completion the LDA, except for matters set forth in the deed from the Authority to GCDC dated December 16, 1968, recorded with said Deeds at Book 8250, Page 270 (the Deed), the LDA ceased and was of no further effect, and

WHEREAS, the Authority and Gunwyn wish to revive the LDA as amended by this Agreement as a covenant means of memorializing certain agreements between them and certain changes to the building and the redevelopment plan relating to the planned renovation of the Premises.



NOW WITNESSETH, that for valid consideration paid, the receipt and sufficiency of which is hereby acknowledged, the Authority and Gunwyn do hereby agree as of the date hereof to restate the LDA in its entirety subject to the amendments set forth as follows (the Agreement):

1. Article I, Subsection (c) is hereby amended by deleting "Government Center Developers Company" and inserting "Gunwyn/New Chardon Street Limited Partnership".

2. Article I, Subsection (e) is hereby amended by inserting a new sentence at the end of Subsection (e) as follows: "Exhibit B shall incorporate The Proclaimer of Minor Modification of Government Center Urban Renewal Plan Project No. Mass. R-35 of even date, attached hereto made a part hereof.

3. Article I, Subsection (g) is amended by deleting "Mark M. Kiley Associates and F. Frederick Bruck" and inserting "Graham Gund Architects, Inc."

4. Article I, Subsection (j) is amended by deleting "July 6, 1967" and inserting "October 13, 1987, as revised through the issuance of the building permit."

5. Article II is deleted and the following new Article is inserted:

Article II. SPECIAL CONDITIONS

SECTION 201: DEVELOPMENT IMPACT PROJECT

All of the provisions of a certain Development Impact Project Agreement (the DIP Agreement) dated October 13, 1987 and made between the Authority and Gunwyn attached hereto as Exhibit "C" are hereby made a part hereof. The recording of Exhibit C herewith shall satisfy the recording and extension provisions of Section 9.6 of the DIP Agreement.



## SECTION 202: DEED COVENANTS

All of the benefits and obligations contained in the Deed are hereby made a part hereof, except that the Authority expressly releases a) any interest the Authority may have in New Chardon Street, Bulfinch Place and Brattle Way which is the subject a Notice of Discontinuance dated November 19, 1987 and recorded with said Deeds and 2) any obligation under said Deed regarding initial leasing of space.

## SECTION 203: CONSIDERATION

The Redeveloper hereby agrees to pay to the Authority \$1,500,000 as an incremental fee relating to the addition of four floors on the Premises within five business days after the issuance of the building permit. Ten percent (10%) of the incremental fee, representing the present value of the linkage payments payable under the DIP Agreement, shall be retained in an interest bearing account payable to the Authority to provide a source of funds if the Housing Creation proposal relating to 52 Billerica Street is not approved by the Neighborhood Housing Trust (NHT).

In the event that the NHT does approve the 52 Billerica Street proposal, the funds for this proposal will be applied in accordance with Section 2.3 of the DIP Agreement.

6. Article III, Section 303, Subsection (b) is amended by deleting "within fifteen (15) days of the delivery of the deed to the possession of the property to the Redeveloper" and inserting "promptly upon issuance of a building permit."

7. Article III, Section 303, Subsection (c) is amended by deleting "\$10,000" and inserting "\$250,000", and deleting "each month" and inserting "quarterly".

8. Article III, Section 303(e), is amended by deleting "eighteen (18)" and inserting "thirty-six (36)".



9. Article IV, Section 401 is amended by adding the following as an additional section:

- (d) Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Redeveloper from transferring, prior to the Issuance of a Certificate of Completion, limited partnership interests in the partnership, provided that control and management of the partnership resides in Graham Gund and/or Gunwyn Development Corporation.

10. Article IV, Section 401(c)(1) is amended by adding after "Authority", "and such approval shall not be unreasonably withheld or delayed, as long as control and management of the Premises resides in Graham Gund and/or Gunwyn Development Corporation."

11. Article IV, Section 403(a)(2) is amended by deleting "with the prior written consent of the Authority."

12. Article VI, Section 601 is hereby amended by inserting a second paragraph as follows:

The Redeveloper hereby further agrees to indemnify and save the Authority harmless from any and all damages, costs and expenses sustained by the Authority, arising out of any litigation that may arise due to a challenge of any easement rights to Bulfinch Place.

13. Article VIII, Section 802, Subsection (3) is amended by inserting at the beginning of the Subsection, "Without the consent of the Authority which shall not be unreasonably withheld."

14. Article VIII, Section 802 is amended by deleting the remainder of the entire Section after the following:

If the Redeveloper does not take such steps within the 90 day period (or within such



extended period of time as may be established by the Authority acting solely in its discretion), and if the holders of record mortgages of the Property and the Improvements do not exercise their rights to cure such violation or failure (as provided in Section 804 hereof)...

and inserting thereafter the following:

then the Authority shall be under no obligation to issue a Certificate of Completion until such violation is remedied to the reasonable satisfaction of the Authority. If such violation is not remedied to the Authority's satisfaction the incremental fee of \$1,500,000 shall be retained by the Authority as its sole remedy.

15. Article VIII, Section 804 is amended by deleting the final paragraph of that Section.

16. Article IX, Subsection 907 is amended by deleting "Government Center Developers Company c/o Samuel Poorvu, 19 Congress Street, Boston, Massachusetts," and inserting "Gunwyn/New Chardon Street Limited Partnership, c/o Peter E. Madsen, 47 Thorndike Street, Cambridge, Massachusetts."

17. Article IX, Section 909 is deleted and the following paragraph is inserted:

The provisions of this Agreement shall not survive the issuance recording of the Certificate of Completion by the Authority, except to the extent stated in the Deed. Thereafter this Agreement shall cease and be of no further effect."

The parties acknowledge that the LDA as amended hereby shall have no retroactive effect, shall be binding on and inure to the benefit of their successors and assigns and that any and all previous amendments to the LDA are null and void.



It is acknowledged by the parties that the original building at the Premises has been completed in accordance with the provisions of the LDA and the Government Center Urban Renewal Plan and therefore the following sections of the LDA are no longer applicable and are hereby deleted:

- (a) Article III, Sections 302, subsection (b)(2), Section 303, subsection (a), and Section 305.
- (b) Article IV, Sections 401(c) (3),(4),(5) and section 403 (a)(3).
- (c) Article VIII, Section 801.

Where there is a conflict between the Deed and this Agreement, the Deed will prevail. No further reporting to the U.S. Department of Housing and Urban Development is required by this Agreement.

IN WITNESS WHEREOF, on the \_\_\_\_ day of \_\_\_\_\_, 1987, at Boston, Massachusetts, the parties hereto have caused this amendment in five (5) counterparts to be signed, sealed

and delivered by their duly authorized officer or agent,  
respectively.

BOSTON REDEVELOPMENT AUTHORITY

Approved as to form:

By: \_\_\_\_\_  
Stephen Coyle  
Director

\_\_\_\_\_  
GUNWYN/NEW CHARDON LIMITED  
PARTNERSHIP

GUNWYN DEVELOPMENT  
CORPORATION, General Partner

By: \_\_\_\_\_  
Peter E. Madsen,  
President

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Commonwealth of Massachusetts

Suffolk, SS \_\_\_\_\_, 1987

Then personally appeared before me the above named  
Stephen Coyle who executed the foregoing instrument on behalf  
of the Boston Redevelopment Authority and acknowledged the same  
to be the free act and deed of the Authority.

\_\_\_\_\_  
Notary Public  
My Commission Expires



Commonwealth of Massachusetts

Suffolk, ss.

\_\_\_\_\_, 1987

Then personally appeared before me the above named Peter E. Madsen, who executed the foregoing instrument on behalf of the Gunwyn/New Chardon Limited Partnership and acknowledged the same to be the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public  
My Commission Expires

